

THIS AGREEMENT made and entered into this 3rd day of February, 1971, effective January 1, 1971, by and between the CITY OF JERSEY CITY, hereinafter known and designated as the "City" and the members of the UNIFORMED FIRE FIGHTERS ASSOCIATION, LOCAL 1066, IAFF, AFL-CIO, hereinafter known and designated as the "Union".

INTRODUCTORY STATEMENT

The within agreement is made to effectuate the policy of Chapter 303 of the 1968 Laws of New Jersey, R.S. Cum. Suppl. 34:13A-1, et seq. (hereinafter "Ch. 303") and to formalize agreements reached through negotiations conducted in good faith between the City and the Union with respect to grievances and terms and conditions of employment.

W I T N E S S E T H :

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the Union to the end that continuous and efficient service will be rendered to any by both parties, for the benefit of both;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

UNION RECOGNITION

Section 1. The City hereby recognizes the Union as the sole and exclusive representative of all uniformed employees who hold the title of Fireman in the Jersey City Fire Department, for the purpose of bargaining with respect to rates of pay, wages, hours of work and working conditions.

Section 2. The title "Fireman" shall be defined to include the plural as well as the singular.

ARTICLE II

MAINTENANCE OF STANDARDS. HIGHEST MINIMUM STANDARDS

Section 1. The City hereby agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions presently in effect for the Firemen covered herein shall be improved wherever specific provisions for improvement are made in this agreement.

ARTICLE III

UNION PRIVILEGES

Section 1. Authorized representatives, not to exceed three (3) at one time, of the Union shall be allowed to visit the Fire Headquarters, fire stations, training school and the Fire Director's Office for the purpose of ascertaining whether or not this agreement is being violated. This right shall be exercised reasonably. Upon entering the premises, the authorized representative(s) shall notify the Department Head or, in his absence, his authorized representative. He shall not interfere with normal conduct of work within the Department.

Section 2. The President of the Union shall be assigned to detail, and except in emergencies, shall be entitled to devote full time to administering and enforcing the provisions of this agreement.

Section 3. Firemen (not to exceed seven (7) who are officers, elected delegates or elected alternates of the Union, shall be granted time off to attend conventions authorized by State Law. State meetings and Local meetings, provided department operations are not impeded by the granting of such request.

Section 4. Two members of the Union shall be granted time off to attend legislative sessions.

Section 5. Executive Board members and the House Stewards shall be granted time off to attend Regular Monthly and or Special meetings of Local 1066, U.F.A. of Jersey City, provided department operations are not impeded by the granting of time off.

ARTICLE IV

Section 1. The City agrees not to enter into any other agreement or contract with its employees as defined in Article I, Section 1, of this Agreement individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE V

LEAVE OF ABSENCE

Section 1. A leave of absence without any pay may be granted to any permanent Fireman who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.

ARTICLE VI

DUES CHECK OFF

Section 1. The City agrees to deduct Union dues upon receipt of written authorization for the Fireman and once a month shall remit the monies collected to the Secretary-Treasurer of Local 1066, Uniformed Fire Fighters Association, IAFF, AFL-CIO.

ARTICLE VII

MANAGEMENT RIGHTS

Section 1. The Fire Department shall have control of its operations and shall not be interfered with by the Union in the operations or requirements of its facilities. It is understood that nothing herein shall affect the rights of the Fire Department to direct the working force.

Section 2. The City agrees not to discharge or discriminate in any way against the Fireman for union activities or union membership, as long as the Union activities or union memberships do not impede departmental operations.

Section 3. The City will maintain in its Fire Department a minimum of eighteen (18) fire pumper companies, eleven (11) ladder truck companies, plus two (2) rescue companies at all times.

Section 4. The rights of both City and Fireman shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

ARTICLE VIII

UNION NOTIFICATION

Section 1. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE IX

WORK WEEK

Section 1. The normal work week shall consist of 42 hours per week, over an eight-week cycle. The day tour shall consist of 10 hours and the night tour shall be 14 hours, pursuant to provisions of City Ordinance.

Section 2. Overtime. All time in excess of a 10 hour day and a 14 hour night tour shall be compensated at overtime rates, which shall be equal to the regular rate, of pay per hour for Firemen. For the purpose of this Article, any part of an hour shall be considered a full hour.

Section 3. An accurate record shall be kept of all overtime worked by Firemen. It shall be logged in the Company journal, Captain's journal, and forwarded to the Battalion Chief.

Section 4. For the purpose of computing overtime, Firemen are not to be considered relieved from duty until 15 minutes after he returns to quarters.

Section 5. Recall. If a Fireman is recalled to duty, he shall receive a minimum guarantee of four (4) hours overtime pay at his average hourly rate for a 42 hour work week.

Section 6. In the event overtime is to be paid to any Fireman in excess of a normal work-day, he may be required to remain on duty for the entire hour.

Section 7. All member shall be subject to emergency call to duty at the discretion of the Fire Department.

Section 8. Overtime Payment. Payment for overtime worked from December 1 to May 31 shall be paid no later than June 15. Payment for overtime worked from June 1 to November 30 shall be paid no later than December 15.

Section 9. Mutual Aid. In the event out of town apparatus or mutual aid is requested, it is hereby agreed that the said equipment and manpower shall be returned to their respective community before the Jersey City Firemen are released from the scene of the fire.

Section 10. In the event mutual aid is required, recall provisions as set forth above shall be put into effect except when special equipment may be required by the Fire Director, Chief or Deputy Chief in charge.

ARTICLE X

VACATIONS

Annual vacations shall be granted in accordance with present practice. The vacation allowance shall be as follows: up to the end of the first calendar year, one workday for each month; one year to the end of five years, twenty workdays; after five years, twenty-four workdays.

Retired employees vacation benefits shall be pro-rated; that is, he shall receive two days for each month of service during his retirement year.

ARTICLE XI

INJURED, SICK LEAVE

Section 1. If a member of the Fire Department is incapacitated and unable to work because of an injury sustained in the performance of his fire duties, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, not to exceed 1 year, as determined by the Director of the Division of Medical Services and the Fire Director. Such determination by the Fire Director shall not be arbitrary or unreasonable.

Section 2. A member of the Fire Department shall be granted sick leave without loss of pay during the period in which he is unable to perform his duties, not to exceed one year, as determined by the Director of the Division of Medical Services and the Fire Director. Such determination by the Fire Director shall not be arbitrary or unreasonable.

ARTICLE XII

INSURANCE

Section 1. The City shall continue to provide the liability insurance coverage it presently maintains, including coverage on personnel vehicles used on recalls. The City shall make known to the Union the amount and extent of coverage. The Union shall familiarize itself and its members of its contents.

Section 2. The City shall supply to Firemen all necessary legal advice and counsel in the defense of or the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the City shall pay and satisfy all judgments against Fireman from such claims.

Section 3. Hospitalization. The Firemen shall receive fully paid Blue Cross, Blue Shield, and Major Medical with Rider "j" to cover themselves and their dependents.

Section 4. Life Insurance. The City will provide for Life Insurance in the amount of \$2,500 and Accidental Death and Dismemberment Insurance in the amount of \$2,500 for each Fireman, and it is the intention of the City to provide Fireman with a \$1,500 life insurance policy upon regular retirement provided that this is not in conflict with State Law.

Section 5. If the State of New Jersey Health and Insurance Plan incorporates dental and/or eye care into its insurance coverage then the City of Jersey City will expect said coverage for the Firemen and their dependents. During the calendar year 1971, the City of Jersey City shall not be financially obligated to pay the premium in connection with this additional coverage but the premium shall be paid by the Firemen if permitted by said plan.

ARTICLE XIII

CLOTHING ALLOWANCE

Section 1. Employees shall receive the sum of three hundred dollars (\$300.00) clothing allowance per year. One hundred fifty (\$150.00) dollars in January and one hundred fifty (\$150.00) dollars in July.

ARTICLE XIV
EXCHANGE OR DAYS OFF

Section 1. The Fire Department shall grant the request of any member of the department to exchange hours, duty or days off. Such request shall be granted on a uniform basis with standard rules and regulations applying to all Fireman who make this request.

ARTICLE XV
TEMPORARY REASSIGNMENTS

Section 1. All temporary reassignments shall be taken from a rotating roster in the Fire House. Any exchange requested by the Union shall be given consideration.

ARTICLE XVI
PERMANENT REASSIGNMENTS

Section 1. Whenever a vacancy occurs in a company, said vacancy shall be posted on the bulletin board for all to bid on for said position. All bids must be in by the end of fifteen (15) days, and the awarding of such position shall be made on a seniority and qualification basis.

No permanent reassignment will be made without the mutual consent of the Union and the Chief of the Department.

ARTICLE XVII
HOLIDAYS

Section 1. All employees, in addition to their regular wages, shall receive eight (8) holidays, six (6) of which will be given as compensatory days off, and two (2) of which will be paid in cash at straight time rates during the month of December.

Section 2. For the purpose of this Article, officers shall not be computed in determining the number of firemen to be off duty on compensatory time.

ARTICLE XVIII

TERMINAL LEAVES

Section 1. Firemen who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at a rate of two working days for each calendar year of service. Added to such leave shall be any compensatory time off and vacation time due which is owed to the retiring Fireman.

ARTICLE XIX

FUNERAL LEAVE

Section 1. A death in the Fireman's immediate family shall not be charged against his compensatory time. Time off shall be given from the day of death until the day after the funeral, not to exceed five days. Immediate family shall be defined as follows; mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

ARTICLE XX

RIOTS, STRIKES AND LOCK OUTS

Section 1. At no time shall any Jersey City Firemen be used directly or indirectly as a strike breaker.

ARTICLE XXI

MILITARY LEAVE

Section 1. Any Fireman called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted.

Section 2. When any military compensation of any Fireman (covered by this agreement) is less than his salary, the additional amount is to be provided by the City as per City Resolution.

Section 3. Members who are presently subject to existing reserve requirements of the National Guard or Reserve Units shall be covered by the military compensation agreements stated in Sections 1 and 2. This provision applies only to those Firemen who are eligible in 1970.

ARTICLE XXII

UNIFORMED FIRE FIGHTERS SIGNAL ALARM OPERATORS

Section 1. The City shall maintain a minimum crew of 18 uniformed signal alarm operators, consisting of three men per group.

Section 2. Overtime. Any time worked in excess of their normal work tour, shall be paid in accordance with overtime payment. (Article IX).

ARTICLE XXIII

UNIFORMED FIRE FIGHTERS - FIRE PREVENTION AND HOTEL BUREAU

Section 1. Members of the F.P.B. will perform such duties as required within the scope of standard Firemen's workweek (42 hours or less) and will be compensated for overtime if any at the standard rate under this contract.

ARTICLE XXIV

GRIEVANCE PROCEDURES

Section 1. The purpose of the grievance procedure shall be of settling all grievances between the City and the Union and Fireman as quickly as possible, so as to insure efficiency and promote Fireman's morale.

A grievance is defined as any disagreement between the City and the Fireman, or the Union, involving the interpretation, application or violation of policies, agreements and the administrative decisions affecting them.

A grievance shall be processed as follows:

1. It shall be discussed with the Fireman involved and the Union representatives with the immediate supervisor designated by the City. The answer shall be made within 5 calendar days, to the immediate supervisor to the Union.
2. If the grievance is not settled through Step 1, the same shall be reduced to writing by the Union and submitted to the deputy Fire Chief, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Union, within five (5) days of its submission.
3. If the grievance is not settled by Steps 1 and 2, then the Union shall have the right to submit such grievance to the Fire Chief and the Fire Director. A written answer to said grievance shall be served upon the individual and the Grievance Committee within seven (7) calendar days after submission.
4. If the grievance is not settled through Steps 1, 2 and 3, then the aggrieved shall have the right to pursue all legal remedies afforded by provisions of the Civil Service Act.
5. If the grievance is not settled by Steps 1, 2 and 3 and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Union shall have the right to submit such grievance to an arbitrator appointed by PERC. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The cost of arbitration shall be borne by the City and the Union equally.
6. The Union President, or his authorized representative, may report an impending grievance to the Fire Director in an effort to forestall its occurrence.

Section 2. Since adequate grievance procedures are provided in this agreement, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Fire Department.

Section 3. Nothing herein shall prevent any Fireman from processing his own grievance, provided the Grievance Committee may be present as observer at any hearing on the individual's grievance.

ARTICLE XXV

SERVICE FEE - AGENCY SHOP

Section 1. Whenever an employee who falls within the bargaining unit fails to become a member of the Union, he shall pay to the Local Union a monthly service fee equal to the monthly union membership dues for the various services provided him by the Local Union.

The Union agrees that it shall have the sole and exclusive responsibility for the collection of the service fees, and that the payment of service fees shall not be a condition of employment.

The Union agrees to indemnify and hold harmless the City from any causes of action, claims, loss or damages incurred as a result of this clause.

ARTICLE XXVI

EARLY RELIEFS

Section 1. Fireman shall be entitled up to 30 minutes early relief upon the arrival of his relief man, as per general order.

ARTICLE XXVII

SALARIES

Section 1. The salary for a fireman shall be \$10,045 for the first year; \$10,278 for the second year and \$10,512 for the third year. The City agrees that it will maintain salary parity between fireman and policeman.

Section 2. In the event additional monies become available for uniformed employees then and in that event, the Jersey City Fireman shall receive their proportionate share.

Section 3. In the event any other City employee is granted a raise in salary during the term of this contract, the Firemen shall receive at least an equal amount per individual, annual increments for employees under \$8,000 shall not be included.

ARTICLE XXVIII

LONGEVITY

Section 1. A fireman shall receive longevity payments as provided by Ordinance W-176.

ARTICLE XXIX

CREW REQUIREMENTS

Section 1. The City will maintain a minimum crew of three firemen per apparatus at all times.

ARTICLE XXX

COMMUNITY AFFAIRS DIVISION

Section 1. Further it is mutually agreed between the parties hereto that a Community Affairs Division shall be established and manned by firemen from Local 1066 subject to regulation by the Director of the Fire Department or his duly authorized representative. When and if funds become available, they shall be given to the Community Affairs Division.

ARTICLE XXXI

SAFETY AND HEALTHY COMMITTEES OF LOCAL 1066

Section 1. The City hereby agrees to meet with safety and health committee of Local 1066 for the purpose of maintaining the highest safety and health conditions possible.

ARTICLE XXXII

TESTING

Section 1. The parties hereto mutually agree that group testing of fireman shall be permitted but at no time shall a fireman be penalized for the result of such testing.

Section 2. Only qualified personnel shall conduct instructions.

ARTICLE XXXIII

CHANCES, SUPPLEMENTS OR ALTERATIONS

Section 1. Any provision of this agreement may be changed, supplemented or altered, provided both parties mutually agree.

ARTICLE XXXIV

QUALIFICATION OF EMPLOYMENT

Section 1. All conditions of employment presently in effect for entrance to the position of Firemen, such as height, weight, eye sight, etc. Such standards presently in effect shall be maintained.

ARTICLE XXXV

Section 1. In the event there is no agreement between parties hereto by November 1, 1971, on the contract for 1972, it is hereby agreed that an impasse shall have been reached and at that time the parties agree to mediation and fact finding pursuant to N.J.S.A. 34:13A-1, et seq.

Section 2. When all statutory remedies in connection with N.J.S.A. have been concluded, the parties hereto agree to submit their issues to an arbitrator whose decision shall be binding upon the parties. Said arbitrator shall be selected from a panel suggested by the American Arbitration Association. (Must be ratified by Council)

ARTICLE XXXVI

Section 1. The City of Jersey City hereby agrees to conduct a survey of paid Fire Departments in an effort to determine the salary differential in surrounding communities (New Jersey). Results of this survey shall be furnished to the Union.

ARTICLE XXXVII

ACTING APPOINTMENTS

Section 1. The practice of appointing employees to higher ranks in an active capacity is discouraged and it is agreed that such higher ranks shall be filled as soon as possible as provided by law.

ARTICLE XXXVIII

SAVING CLAUSE

Section 1. Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portion thereof. SEE RIDER I
J.B.

ARTICLE XXXIX

Section 1. The provisions of this agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and local laws.

ARTICLE XI

DURATION OF AGREEMENT

Section 1. This agreement shall become effective on January 1, 1971 and shall terminate on December 31, 1971. The parties agree that bargaining for the succeeding contract shall not take place before August 1, 1970, nor later than September 1, 1971.

ARTICLE XXXVIII

If any provision of this contract is found to be invalid by a Court or administrative agency of competent authority, it shall be deleted from the contract and the remainder of the contract shall remain intact. If the above should occur, the parties will meet immediately to negotiate a new provision in place of the invalid provision.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year first above written.

CITY OF JERSEY CITY

By: 

PHILIPP W. KUNZ
Business Administrator

UNIFORMED FIRE FIGHTERS ASSOCIATION
LOCAL 1066, IAFF, AFL-CIO

By: 

THOMAS BURKE, President

ATTEST:

THOMAS F. X. SMITH, City Clerk

By: 

BENJAMIN COSTA, Secretary

By: 

THOMAS J. REVELL, Chairman
Executive Board